

*Counsel Listed on Signature Page*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

MLW MEDIA LLC,

Case No: 5:22-cv-00179-EJD

Plaintiff,

V.

WORLD WRESTLING ENTERTAINMENT,  
INC..

**Defendant.**

**[PROPOSED] STIPULATED PROTECTIVE ORDER AS MODIFIED BY THE COURT**

Pursuant to Federal Rule of Civil Procedure 26(c), the undersigned Parties to the above-captioned case (the “Litigation”), through their respective counsel, agree that the terms and conditions of this Protective Order (the “Order”) shall govern the production and handling of all documents, items, or other information exchanged by the Parties and/or non-parties in the Litigation including, without limitation, responses to requests for production, interrogatories, requests for admissions, pleadings, exhibits, and deposition or other testimony, regardless of the medium or manner in which any such materials are generated, stored, or maintained. This includes any material produced, filed, or served by any Party or non-party during discovery in this Litigation, or any

**[PROPOSED] STIPULATED PROTECTIVE ORDER**  
Case No. 5:22-cv-00179-EJD

1 information included in any such material. The Court finds that good cause exists for entry of a  
 2 protective order in this Litigation to prevent unauthorized disclosure and use of trade secrets and  
 3 other confidential information during and after the course of the Litigation.

4 Accordingly, **IT IS HEREBY ORDERED AS FOLLOWS:**

5 1. **Persons/Entities Covered.** This Order is binding upon all current and future Parties  
 6 to this Litigation, including their respective corporate parents, subsidiaries, affiliates, successors, or  
 7 assigns and their respective counsel, agents, representatives, officers, and employees and any others  
 8 set forth in this Order. This Order shall also apply to any materials produced in discovery in this  
 9 Litigation by non-parties. This Order does not limit any Party's or non-party's rights with respect to  
 10 its own materials that it produces in discovery in this Litigation. When conducting discovery from  
 11 non-parties, the Parties to this Litigation shall provide notice of the terms of this Order to such non-  
 12 parties.

13 2. **Designation of Materials.** Any Party or non-party responding to discovery requests  
 14 or providing materials in connection with this Litigation ("Producing Entity"), or any Party that has  
 15 an articulable confidentiality interest in the produced material choosing to designate materials  
 16 produced by any Party or non-party ("Designating Party"), may designate all, or any part, of a  
 17 document, discovery response, deposition, or other material as Confidential Material or Attorneys'  
 18 Eyes Only (defined below) based on a good-faith belief that such materials qualify for that  
 19 designation under the terms of this Order. Any Party or Non-Party that designates information or  
 20 items for protection under this Order must take care to limit any such designation to specific material  
 21 that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating  
 22 Party must designate for protection only those parts of material, documents, items, or oral or written  
 23 communications that qualify – so that other portions of the material, documents, items, or  
 24 communications for which protection is not warranted are not swept unjustifiably within the ambit  
 25 of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 26 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
 27 unnecessarily encumber or retard the case development process or to impose unnecessary expenses

1 and burdens on other parties) expose the Designating Party to sanctions. If it comes to a Designating  
 2 Party's attention that information or items that it designated for protection do not qualify for  
 3 protection at all or do not qualify for the level of protection initially asserted, that Designating Party  
 4 must promptly notify all other parties that it is withdrawing the mistaken designation.

5       3.     “Confidential Material” shall mean (i) any information, testimony, or tangible thing  
 6 produced during discovery that reveals a trade secret, confidential research, analysis, development,  
 7 or commercial or business information that is commercially sensitive, and has not been released into  
 8 the public domain (unless through unauthorized disclosure), the disclosure of which would, in the  
 9 good faith judgment of the Designating Party, be detrimental to the conduct of that party’s business  
 10 or the business of any of that party’s customers or clients; (ii) personal identifying information (such  
 11 as social security numbers, bank account numbers, home addresses, personal email addresses, or  
 12 personal telephone numbers); (iii) any other information for which a good faith claim of need of  
 13 protection can be made under the Federal Rules of Civil Procedure and/or applicable law; or (iv)  
 14 information required by agreement to be kept confidential.

15       4.     “Attorneys’ Eyes Only Material” (“AEO Material”) shall mean any Confidential  
 16 Material that, if disclosed, is likely to cause significant competitive or commercial harm. By way of  
 17 example only, AEO Material may include: trade secrets; sensitive and non-public research or  
 18 analysis; competitively sensitive customer information; financial, marketing, or strategic business  
 19 planning information; current or future pricing information; information relating to research,  
 20 development, testing of, or plans for existing or proposed future products; information relating to  
 21 the processes, apparatus, or analytical techniques used by a Party or non-party in its present or  
 22 proposed commercial production of such products; information relating to pending business plans  
 23 that have not been made available to the public; personnel files; and communications that disclose  
 24 any AEO Material.

25       a)     Confidential Material and AEO Material, respectively, shall include: (i) all  
 26 copies, extracts, and complete or partial summaries prepared from such Confidential or AEO  
 27 Material; (ii) portions of deposition transcripts and exhibits thereto that contain or summarize the

1 content of any such Confidential or AEO Material; (iii) portions of briefs, memoranda, or any other  
 2 writings filed with the Court and exhibits thereto that contain or summarize the content of any such  
 3 Confidential or AEO Material; (iv) written discovery responses and answers that contain or  
 4 summarize the content of any such Confidential or AEO Material; and (v) deposition testimony  
 5 designated in accordance with Paragraph 2(e) below. Nothing in this Order shall preclude or limit a  
 6 Party's or their counsel's ability to summarize or characterize the nature of the Confidential or AEO  
 7 Material disclosed in discovery to persons involved in the supervision of this Litigation who are not  
 8 otherwise authorized to receive Confidential or AEO Material, provided that the specific contents  
 9 of Confidential or AEO Material are not disclosed through such summaries or characterizations.

10           b) Any document produced by a Producing Entity or designated by a  
 11 Designating Party in this Litigation may be designated as Confidential Material by marking it  
 12 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” on the face of the document at the  
 13 time of production. Any document produced by a Producing Entity or designated by a Designating  
 14 Party in this Litigation may be designated as AEO Material by marking it “ATTORNEYS’ EYES  
 15 ONLY – SUBJECT TO PROTECTIVE ORDER” on the face of the document at the time of  
 16 production. A Producing Entity or Designating Party may also designate electronic documents and  
 17 other non-paper media as Confidential Material or AEO Material, as appropriate, by: (i) noting such  
 18 designation in an accompanying cover letter; (ii) affixing the confidentiality designation to the  
 19 material or its container, including the appropriate confidentiality designation in the load file  
 20 provided with the electronic production; (iii) including the appropriate confidentiality designation  
 21 in the name of the file(s) provided with the electronic production; or (iv) using any other means that  
 22 reasonably notifies the receiving party of the designation.

23           c) Testimony provided in this Litigation may be designated as Confidential  
 24 Material or as AEO Material if the testimony would reveal the Designating Party's or non-party's  
 25 Confidential Material or AEO Material. The Party or non-party desiring to designate any portion of  
 26 testimony as Confidential Material or AEO Material shall do so by so stating orally on the record  
 27 on the day that the testimony is being given. Following any such oral designation, the confidential

1 portions of the deposition shall be taken only in the presence of persons entitled to access to such  
 2 information under this Order, provided that in-house executives, employees or counsel authorized  
 3 to receive Confidential Material pursuant to Paragraph 3(c) below shall only be excluded from the  
 4 portion of the deposition that contains questions and answers that reveal the content of information  
 5 designated as AEO Material. A Producing Entity or Designating Party may designate any or all  
 6 portions of the transcript and/or video of any deposition (or of any other testimony) as containing  
 7 Confidential Material or AEO Material in accordance with this Order by notifying all other Parties  
 8 in writing within fourteen (14) business days of the Producing Entity's or Designating Party's  
 9 receipt of the final transcript that the transcript contains Confidential Material or AEO Material and  
 10 designating the specific pages and/or lines as containing Confidential Material or AEO Material.  
 11 All transcripts and/or videos of testimony in this Litigation shall be treated as AEO Material and  
 12 subject to this Order until fourteen (14) business days after a final transcript of the deposition (or  
 13 other testimony) is received by the Producing Entity. Any portion of any deposition testimony that  
 14 is not designated as Confidential Material or AEO Material in accordance with this Paragraph  
 15 within twenty-one (21) business days after a final transcript and/or video of the deposition (or other  
 16 testimony) is received by the Producing Entity shall not be entitled to the protections afforded  
 17 Confidential or AEO Material under this Order, except upon a showing of good cause. The term  
 18 "testimony," as referred to in this Paragraph, shall not be construed to apply to in-court testimony.

19           d) Notwithstanding any of the foregoing, information shall be deemed non-  
 20 confidential material under this Order if it is in the public domain.

21           e) Each party shall provide a copy of the agreement annexed hereto as Exhibit  
 22 A within twenty-one (21) days of it being executed by any individual. The parties agree that this  
 23 provision does not apply to experts, is not meant to prematurely disclose the identity of experts, and  
 24 that the parties will identify experts in accordance with the Court's order(s) regarding the same.

25       5. **Individuals to Whom Confidential Material May Be Disclosed.** Unless otherwise  
 26 ordered by the Court or permitted in writing by the Producing Entity or the Designating Party,  
 27 Confidential Material may only be disclosed to:

a) The Court and court personnel, including assistants, clerks, law clerks, and other support staff (this category hereinafter referred to as the “Court”);

b) the officers and directors (including in-house counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation, provided that they have executed the agreement annexed hereto as Exhibit A;

6                   c)       Attorneys for a Party who are working on this Litigation and their employed  
7 or retained secretaries, paralegals, legal assistants, and support services (including, without  
8 limitation, copy services, jury consultants, interpreters, translators, document management services,  
9 graphics services, and similar professional services) (this category hereinafter referred to as  
10 “Attorneys”). Attorneys shall include in-house counsel actively involved in the prosecution or  
11 defense of this Litigation, provided that they have executed the agreement annexed hereto as Exhibit  
12 A;

13                   d) Court reporters, court videographers, and similar transcription services and  
14 their support staff providing services in court or at depositions for the purpose of assisting the Court  
15 in this Litigation (this category hereinafter referred to as "Court Reporters");

16                   e) Any expert or consultant (including all non-party personnel and support staff  
17 assisting such expert or consultant, but not the entity itself by which such expert or consultant and  
18 assisting personnel are employed) who is retained by or for the benefit of, or otherwise consulting  
19 with, any of the Parties in this Litigation to assist counsel in this Litigation (this category hereinafter  
20 referred to as “Experts”), provided that the Expert(s) has executed the agreement annexed hereto as  
21 Exhibit A;

22 f) Any mediators engaged by the Parties or appointed by the Court, and their  
23 support staff (this category hereinafter referred to as “Mediators”), provided that the Mediator(s)  
24 has executed the agreement annexed hereto as Exhibit A;

25 g) Any person whom Attorneys for a Party have a good faith basis to believe  
26 authored or previously received the material:

27 h) The Producing Entity's current directors or officers:

1                   i)     The Producing Entity's current employees;

2                   j)     Any person who has been designated as a Rule 30(b)(6) witness by the

3 Producing Entity;

4                   k)     Any witness that has or had possession of the material or access in the

5 ordinary course of business to the material. If a Receiving Entity wishes to show a witness material

6 that partially meets this criteria (e.g., an email between two entities that is later forwarded internally

7 within one entity, and that intra-entity discussion contains AEO Material), then the Receiving Entity

8 may redact the entirety of the material that the Receiving Entity has reason to believe that the witness

9 did not see previously;

10                  l)     During the conduct of hearings or depositions, or in preparation specifically

11 for a scheduled hearing or deposition, witnesses in the Litigation to whom disclosure is reasonably

12 necessary and who have executed the agreement annexed hereto as Exhibit A (this category

13 hereinafter referred to as "Witnesses");

14                  m)     Any person other than those listed in this section for whom a Party requests

15 permission to disclose Confidential Material by providing counsel for the Producing Entity or

16 Designating Party with advance written notice, via electronic mail or hand delivery, at least seven

17 (7) business days before any such disclosure. Any request shall state the specific material to be

18 disclosed and the identity of each person to whom the material will be disclosed. The Producing

19 Entity or Designating Party shall respond in writing within seven (7) business days of its receipt of

20 such written request. A failure to respond within such time shall constitute consent to the request. If

21 the Producing Entity or Designating Party objects to the disclosure, the party seeking disclosure

22 shall not make the disclosure. The Party seeking disclosure may move the Court for an order

23 allowing such disclosure;

24                  n)     Any entity with which a Party has a contract of insurance, including attorneys

25 who serve as counsel to the insurance provider (this category hereinafter referred to as "Insurers"),

26 provided that the Attorneys for the Party have a good faith reason to believe that the Insurer(s) has

27 a need to review such material for purposes of effectuating the contract of insurance, and provided

1 that the Insurer(s) (and the Insurer's counsel, if applicable) has executed the agreement annexed  
2 hereto as Exhibit A; and

3 o) Any other person to whom the Producing Entity or Designating Party  
4 consents in writing or by order of the Court.

5 6. **Individuals to Whom AEO Material May Be Disclosed.** Unless otherwise ordered  
6 by the Court or permitted in writing by the Producing Entity, AEO Material may only be disclosed  
7 to the following, as defined in Paragraph 3 above:

8 a) The Court;

9 b) Attorneys for the Parties to this Litigation other than in-house counsel for  
10 Plaintiff and Defendant;

11 c) Court Reporters;

12 d) Experts to whom disclosure is reasonably necessary for this litigation, provided  
13 that they have executed the agreement annexed hereto as Exhibit A;

14 e) Mediators, provided that they have executed the agreement annexed hereto  
15 as Exhibit A;

16 f) Any person who has been designated as a Rule 30(b)(6) witness by the  
17 Producing Entity;

18 g) Witnesses in this Litigation; provided, however, that such disclosure shall  
19 only be made to a Witness:

20 (i) who is a current employee of the Producing Entity and who has or had  
21 an authorized right of access to the material in the ordinary course of that  
22 employment;

23 or

24 (ii) who is an author, addressee, or recipient of the material in question or  
25 if there are other indicia that the witness has seen the document previously during  
26 the course of his or her employment with the Producing Entity;

27

1 h) Any Party may request permission to disclose materials designated as AEO  
2 Material or otherwise covered by this Order to a person other than those listed in this section by  
3 providing counsel for the Producing Entity or the Designating Party with advance written notice via  
4 electronic mail at least seven (7) business days before any disclosure. Any request shall state the  
5 specific material to be disclosed and the identity of each person to whom the material will be  
6 disclosed. Counsel for the Producing Entity or the Designating Party shall respond in writing via  
7 electronic mail within seven (7) business days of its receipt of such written request. A failure to  
8 respond within such time shall constitute consent to the request. If the Producing Entity or the  
9 Designating Party objects to the disclosure, the party seeking disclosure shall not make the  
10 disclosure. The Party seeking disclosure may move the Court for an order allowing such disclosure;  
11 and

12                   i)       Any other person to whom the Producing Entity or the Designating Party  
13 consents in writing or by order of the Court.

14       7. **Handling of Confidential Material and AEO Material.** All material designated  
15 as Confidential or AEO Material shall remain in the possession of the Attorneys who receive such  
16 material through discovery in this Litigation, and they shall not release or disclose the nature,  
17 substance, or contents thereof, except that copies of such materials may be made for the use of those  
18 assisting the Attorneys to whom disclosure may be made under Paragraphs 3 and 4 above,  
19 including Experts, and copies of such materials may be submitted to the Court under seal <sup>in accordance with Civil Local Rule 79-5</sup> as  
20 necessary. To the extent that Attorneys for any Party disclose Confidential Material or AEO  
21 Material, as contemplated in Paragraphs 3 and 4 above, that Party shall obtain from that person a  
22 fully executed copy of the agreement annexed hereto as Exhibit A as required, and shall ensure that  
23 the person complies with the requirements contained therein, including but not limited to the  
24 destruction of Confidential Material and AEO Material upon the completion of the person's  
25 assigned duties, as required by Paragraph 5 of Exhibit A.

26       8. **Inadvertent Failure to Designate as to Confidentiality.** In the event that a  
27 Producing Entity or Designating Party fails to designate confidential material as Confidential or

1 AEO Material, the party in receipt of that material (the “Receiving Party”) shall, upon a written  
2 request from the Producing Entity or the Designating Party, treat and preserve such information,  
3 document, paper, or other thing in accordance with the confidentiality designation that the Producing  
4 Entity or Designating Party states should have been affixed to it. Where a Producing Entity issues  
5 such written request, the Producing Entity shall re-produce the information, document, paper, or  
6 other thing with the appropriate confidentiality designation unless doing so would not be feasible  
7 (as, for example, in the case of a final deposition transcript). Each Receiving Party shall replace the  
8 incorrectly designated materials with the newly designated materials, destroy the incorrectly  
9 designated materials, and treat the materials in accord with their new designation. Where a  
10 Designating Party issues such written request, the Receiving Party shall affix a designation to the  
11 materials that is sufficient to identify them as Confidential or AEO, as appropriate, and shall treat  
12 the materials in accord with their new designation. The inadvertent failure of a Party or non-party  
13 to designate material as Confidential or AEO at the time of production shall not be deemed a waiver  
14 of the protections afforded by this Order, either as to specific information in the material or as to  
15 any other information relating thereto or on the same or related subject matter. No Party shall be  
16 deemed to have violated this Order if, prior to notification of any later designation, such material  
17 has been disclosed or used in a manner inconsistent with the later designation. If material  
18 inadvertently not designated as confidential was filed with a court on the public record or otherwise  
19 disclosed before the time of the material’s later designation, then the Producing Entity or the  
20 Designating Party shall be responsible for seeking appropriate relief, including return of the  
21 material.

#### **9. Challenging a Confidentiality / AEO Designation.**

23                   a)     A Receiving Party shall not be obligated to challenge the propriety of a  
24 Confidential or AEO designation at the time the designation is made. A Receiving Party may  
25 challenge a confidentiality designation at any time, and a Receiving Party's failure to have made  
26 such a challenge at any previous time, including after acceptance or receipt of material with a

1 confidentiality designation, shall not be deemed a waiver of the Receiving Party's right to challenge  
 2 any confidentiality designation.

3           b)       A Receiving Party seeking to challenge a Confidential or AEO designation  
 4 shall give notice in writing of such challenge to counsel for the Producing Entity or the Designating  
 5 Party, specifying Bates numbers or otherwise identifying the materials at issue and setting forth the  
 6 basis for the Receiving Party's challenge.

7           c)       Within fourteen (14) days of receipt of written notice that the Receiving Party  
 8 objects to the confidentiality designation, counsel for the Producing Entity or the Designating Party  
 9 shall meet and confer with counsel for the Receiving Party to attempt to resolve the challenge. A  
 10 party challenging a confidentiality designation may proceed to the next stage of the challenge  
 11 process only if it has engaged in this meet and confer process first or establishes that the Designating  
 12 Party is unwilling to participate in the meet and confer process in a timely manner.

13           d)       If the Parties cannot resolve a challenge without court intervention, ~~the~~  
~~the Parties must submit the dispute in accordance with Judge van Keulen's Civil and Discovery~~  
~~Producing Entity or Designating Party shall file and serve a motion (the "Confidentiality Motion")~~  
~~Referral Matters Standing Order~~  
~~to retain confidentiality or AEO designation under Civil Local Rule 7~~ (and in compliance with Civil  
 16 Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days of  
 17 the parties agreeing that the meet and confer process will not resolve their dispute, whichever is  
~~submission must affirm that the Parties have~~  
 18 earlier. Each such ~~Confidentiality Motion~~ must be accompanied by a ~~competent~~ declaration  
~~affirming that the movant has~~ complied with the meet and confer requirements imposed in the  
 20 preceding paragraph. Failure by the Producing Entity or Designating Party to make such a ~~motion~~  
~~submission~~  
 21 ~~including the required declaration~~ within 21 days (or 14 days, if applicable) shall automatically  
~~joint submissions~~  
 22 waive the confidentiality or AEO challenge. In addition, after the filing of three (3) ~~Confidentiality~~  
~~Motions~~ as contemplated above, to avoid abuse of this process, the Producing Party may request  
~~initiate a submission to~~  
 24 that the Court, upon a showing of good cause, shift the burden to ~~move on~~ the Receiving Party  
~~initiate a submission in accordance with Judge van Keulen's standing order~~  
 25 utilizing the process and timing described above. Moreover, the Receiving Party may ~~file a motion~~  
 26 challenging a confidentiality designation at any time if there is good cause for doing so, including a  
 27 challenge to the designation of a deposition transcript or any portions thereof. Any ~~motion brought~~  
~~submission~~

**~~affirm that the Parties have~~**

1 pursuant to this provision must be accompanied by a competent declaration affirming that the  
 2 ~~movant has~~ complied with the meet and confer requirements imposed by the preceding paragraph.  
 3 Any ~~papers filed in support of or in opposition to this motion~~ shall, to the extent necessary, be filed  
 4 pursuant to Paragraph 8 below of this Order.

5           e) The Producing Entity or the Designating Party bears the burden of proof on  
 6 the issue of the propriety of the challenged confidentiality designation.

7           f) Until the parties or the Court resolves a challenge to the designation of  
 8 Confidential Material or AEO Material, the asserted designation shall remain in effect.

9           10. **Filing Confidential Material and AEO Material.** In accordance with Rule VII of  
 10 Judge Davila's Standing Order Civil Cases, a Party shall seek leave of Court if the Party intends to  
 11 file any document, including but not limited to pleadings, motions, transcripts, or other filings that  
 12 disclose the substance thereof, requiring redaction of Confidential or AEO Materials. Any document  
 13 containing Confidential Material or AEO Material shall be deemed timely filed when (i) a request  
 14 for filing under seal is filed with the Court and (ii) an electronic version of the complete, unredacted  
 15 brief or submission (including any attachments and exhibits) is served upon counsel of record for  
 16 all Parties via electronic mail or other electronic transmission.

17           11. **Use of Confidential and AEO Material.**

18           a) Each Receiving Party shall only use materials produced in discovery in this  
 19 Litigation, including but not limited to all materials designated Confidential and AEO, in furtherance  
 20 of the prosecution, defense, or attempted settlement of this Litigation, and shall not use such  
 21 materials at any time for any other purpose whatsoever, including, without limitation, any  
 22 commercial or business purpose, and such materials shall not be disclosed to or made accessible to  
 23 any person except as specifically permitted by this Order. All materials designated Confidential or  
 24 AEO must be stored and maintained by the Receiving Party in a manner no less secure than a  
 25 Receiving Party would store and maintain its own confidential material or that of its clients.

26           b) This Order shall not restrict any attorney who is a qualified recipient under  
 27 the terms of this Order from rendering advice to his or her client that is a Party with respect to these

1 actions, and in the course thereof, from generally relying upon his or her examination of Confidential  
2 and/or AEO Materials. In rendering such advice or in otherwise communicating with the client, the  
3 attorney shall not disclose directly or indirectly the specific content of any Confidential and/or AEO  
4 Materials of another Party or non-party where such disclosure would not otherwise be permitted  
5 under the terms of this Order.

6                   c) If any Confidential Material or AEO Material is filed in the public record by  
7 the Producing Entity or the Designating Party, such public filing shall constitute the Producing  
8 Entity's or Designating Party's waiver of the designation of the publicly filed material for its use by  
9 any Party in this Litigation; provided, however, that inadvertent disclosure of Confidential or AEO  
10 Material through a public filing shall not constitute a waiver if the inadvertent disclosure is corrected  
11 within three (3) business days by withdrawing the public filing containing Confidential or AEO  
12 Material, and the filing is replaced with a filing under seal pursuant to Paragraph 8. However, such  
13 public filing will not constitute a waiver of any confidentiality designations made with respect to  
14 any non-publicly filed portions of the publicly filed document or concerning any other material not  
15 actually publicly filed.

16                   d) Nothing in this Order shall be construed to prejudice any Party's right to use  
17 Confidential Material or AEO Material in any hearing or other pre-trial proceeding before the Court,  
18 or any Party's right to challenge any such use. If a Party intends to use Confidential and/or AEO  
19 Material in any hearing or other pre-trial proceeding before the Court, it should alert the Court and  
20 the Designating Party or non-party in advance of the anticipated use so that the appropriate  
21 protections can be put in place. For the avoidance of doubt, this subsection shall not apply to Court  
22 filings, and the Parties will comply with all requirements as they relate to materials to be filed under  
23 seal. The parties acknowledge that this Stipulated Protective Order does not entitle them to file  
24 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
25 followed and the standards that will be applied when a party seeks permission from the court to file  
26 material under seal.

27

28

1                   e)     Further procedures for the handling of Confidential Material and AEO  
2 Material at trial shall be addressed in a final pretrial order. The Parties shall meet and confer to  
3 negotiate a proposal for Court approval addressing the treatment of material previously designated  
4 as Confidential or AEO prior to the entry of a final pretrial order.

5                 12.    **Other Proceedings.** Any person or Party subject to this Order who receives a  
6 subpoena or other request for production of information covered by this Order shall promptly notify  
7 the Producing Entity or the Designating Party so that the Producing Entity or the Designating Party  
8 may have an opportunity to appear and be heard on whether that information should be disclosed.  
9 Confidential and AEO Materials shall not be produced in any other proceeding, or for any use other  
10 than in this Litigation, without an order compelling production from a court of competent  
11 jurisdiction or the agreement of the Producing Entity or the Designating Party.

12                 13.    **Unauthorized Disclosure of Confidential or AEO Information.**

13                 a)     If any person subject to this Order becomes aware that he or she or any other  
14 person has, either intentionally or inadvertently, disclosed Confidential Material or AEO Material  
15 to someone not authorized to receive such material under this Order, counsel for the party involved  
16 shall (i) immediately inform outside counsel for the Producing Entity or Designating Party whose  
17 Confidential or AEO Material has been disclosed of all known relevant information concerning the  
18 nature and circumstances of the disclosure and (ii) use his or her best efforts to obtain the return or  
19 destruction of all improperly disseminated copies of such materials (including hardcopies and  
20 electronic versions) and to prevent any further improper dissemination of the same. Each Party shall  
21 cooperate in good faith in efforts to ensure that no further or greater unauthorized disclosure or use  
22 of such material is made and to retrieve any material improperly disclosed.

23                 b)     The Court has jurisdiction to enforce this Order and to grant relief, as  
24 authorized by law or in equity, for any violations thereof.

25                 14.    **Inadvertent Production or Disclosure of Privileged Documents.** If information  
26 subject to a claim of attorney-client privilege, work product immunity, or any other applicable  
27

privilege or immunity is produced inadvertently, Federal Rule of Evidence 502(d) and Federal Rule of Civil Procedure 26(b)(5)(B) shall apply.

## 15. Non-parties.

4                   a) If information sought in a discovery request implicates a Producing Entity's  
5 obligation to a non-party not to disclose such information, the following procedures shall be  
6 followed unless an order by the Court dictates a different procedure:

(i) The Producing Entity shall timely serve a written objection to the production of such information on the basis of its obligation to a non-party not to disclose the information.

(ii) The Producing Entity shall, no later than the date on which written objections are served, provide the non-party written notice of the pending request and a copy of this Order.

(iii) Unless the non-party objects to the disclosure and seeks a protective order or other appropriate relief from the Court within fourteen (14) days from which the written notice of the pending request was sent by the Producing Entity or such additional time as may be required by the Producing Entity's obligation to the non-party, the Producing Entity shall produce the materials subject to any appropriate designations under the terms of this Order.

(iv) Should the non-party timely seek a protective order or other appropriate relief from the Court, no disclosure shall be made or required unless disclosure is ordered by the Court.

(v) Nothing in this Order shall be deemed to prohibit, hinder, or otherwise affect any Party's or non-party's ability to raise any objections on any basis to requests for discovery.

(vi) Nothing in this Order shall be deemed to require any Producing Entity to subject itself to any penalties for noncompliance with any legal process or order.

1 or to seek any relief from the Court in connection with obligations imposed by a  
2 discovery request.

3 b) Notwithstanding the foregoing, if a Producing Entity determines that it is  
4 unable to comply with the procedures set forth in section 13(a), it will notify the Party seeking the  
5 discovery at issue and meet and confer to determine an alternative procedure.

6 c) If any discovery requests are served on a non-party, the Party serving the  
7 discovery request shall provide the non-party with a copy of this Order.

8 16. **Further Application.** Nothing in this Order shall preclude any Party or any non-  
9 party from whom discovery has been requested from applying to the Court for additional or different  
10 protective provisions with respect to specific material if the need should arise during the Litigation.  
11 The Court shall retain jurisdiction over the Parties, and over any person executing an undertaking  
12 to be bound by the terms of this Order, during the pendency of the Litigation and for such time  
13 thereafter as is needed to enforce the terms of this Order.

14 17. **Reservation of Rights.** By designating any material Confidential or AEO, the  
15 parties do not acknowledge that any such material is relevant or admissible in this Litigation. All  
16 parties reserve the right to seek discovery of, or alternatively to resist discovery of, such material in  
17 this Litigation.

18 18. **Modification.** The Court retains the right to allow disclosure of any subject covered  
19 by this Order or to modify this Order at any time. Furthermore, nothing in this Order shall prejudice  
20 the right of the Parties to stipulate (subject to Court approval) to an amendment, modification, or  
21 supplement to this Order. Nothing in this Order shall preclude any party from seeking an order of  
22 the Court amending, modifying, or supplementing this Order.

23 19. **Conclusion of This Litigation.**

24 a) The provisions of this Order will not terminate at the conclusion of this  
25 Litigation. This Order shall remain in full force and effect unless modified, superseded, or  
26 terminated by written agreement of the parties or by an order of this Court.

1                   b)        Within sixty (60) days after such time as a Receiving Party's involvement in  
 2 this Litigation is concluded, whether by final adjudication on the merits from which there remains  
 3 no appeal by right or by other means, the Receiving Party shall undertake commercially reasonable  
 4 efforts (i) to destroy all Confidential Material and AEO Material (including but not limited to copies  
 5 in the possession or control of any Expert or employee), or (ii) to return all such material. The  
 6 Receiving Party must certify in writing to the Producing Entity or the Designating Party that all such  
 7 materials were destroyed or returned. As to those materials that contain, reflect, incorporate, attach,  
 8 or reference attorney work product, counsel of record for the Parties shall be entitled, without  
 9 violating this Order, to retain such work product in their files, so long as the terms of this Order will  
 10 continue to govern any such retained materials.

11                  c)        Notwithstanding any other provision of this Order, counsel shall be entitled  
 12 to retain pleadings, affidavits, motions, briefs, expert reports (and exhibits thereto), correspondence  
 13 (including internal correspondence and e-mail), any other papers filed with the Court (including  
 14 exhibits), deposition transcripts (including exhibits), and the trial record (including exhibits), even  
 15 if such materials contain Confidential Material or AEO Material, so long as this Order will continue  
 16 to govern any such retained materials. The Receiving Party's reasonable efforts shall not require the  
 17 destruction of materials that (i) are stored on backup storage media made in accordance with regular  
 18 data backup procedures for disaster recovery purposes; (ii) are located in the email archive system  
 19 or archived electronic files of departed employees; (iii) are subject to litigation hold obligations; or  
 20 (iv) are otherwise required by law to be retained. Backup storage media need not be restored for the  
 21 purpose of returning or certifying destruction of materials, but any such materials retained in backup  
 22 storage media shall continue to be treated in accordance with this Order.

23                  20.     Termination of Access.

24                  a)        In the event any person or Party permanently ceases to be engaged in the  
 25 conduct of the Litigation, such person's or Party's access to Confidential and AEO Materials shall  
 26 be terminated, and all copies thereof shall be destroyed in accordance with the terms of Paragraph  
 27

1 17 above, except that such destruction shall take place as soon as practicable after such person or  
2 Party ceases to be engaged in the conduct of this Litigation.

3 b) The provisions of this Order shall remain in full force and effect as to any  
4 person or party who previously had access to Confidential and AEO Materials, except as may be  
5 specifically ordered by the Court or consented to by the Producing Entity or the Designating Party.  
6

7 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

8  
9 Dated: \_\_\_\_\_

10 Hon. Susan van Keulen  
11 U.S. MAGISTRATE JUDGE

12 ON BEHALF OF **MLW Media LLC**

13  
14 ON BEHALF OF **World Wrestling  
Entertainment, Inc.**

15 By: /s/ Jason S. Takenouchi

16 Marc E. Kasowitz (*pro hac vice*)  
17 Christine A. Montenegro (*pro hac vice*)  
Nicholas A. Rendino (*pro hac vice*)  
Kasowitz Benson Torres LLP  
18 1633 Broadway  
New York, NY 10019  
Telephone: (212) 506-1700  
Facsimile: (212) 506-1800  
mkasowitz@kasowitz.com  
cmontenegro@kasowitz.com  
nrendino@kasowtz.com

19  
20 Morgan T. Nickerson (*pro hac vice*)  
Christopher S. Finnerty (*pro hac vice*)  
K&L Gates LLP  
State Street Financial Center  
One Lincoln Street  
Boston, MA 02111  
Telephone: (617) 261-3123  
christopher.finnerty@klgates.com

21 Daniel W. Fox (SBN 268757)  
K&L Gates LLP  
Four Embarcadero Center  
Suite 1200  
San Francisco, CA 94103  
Telephone: (415) 882-8200  
Facsimile: (415) 882-8220  
daniel.fox@klgates.com

22 Jerry S. McDevitt (*pro hac vice*)  
K&L Gates LLP  
23 101 California Street, Suite 3000  
San Francisco, California 94111  
Telephone: (415) 421-6140  
Fax: (415) 398-5030  
jtakenouchi@kasowitz.com

24  
25  
26  
27  
28

1 Telephone: (412) 355-8608  
jerry.mcdevitt@klgates.com

2 Derek W. Kelley (*pro hac vice*)  
3 K&L Gates LLP  
4 1601 K St. NW #1  
5 Washington, D.C. 20006  
Telephone: (202) 778-9467  
derek.kelley@klgates.com

6 *Counsel for Defendant World Wrestling*  
7 *Entertainment, Inc.*

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

I, \_\_\_\_\_, am employed by \_\_\_\_\_.

I acknowledge and certify as follows:

6           1. I have read the Protective Order in *MLW Media LLC v. World Wrestling*  
7 *Entertainment, Inc.*, No. 5:22-cv-00179-EJD, United States District Court for the Northern District  
8 of California, and agree to be bound by its terms.

9       2. I will not make copies or notes of Confidential Material or AEO Material that I  
10 receive in this Litigation except as necessary to enable me to render assistance in connection with  
11 this Litigation.

12       3. I will not disclose Confidential Material or AEO Material that I receive in this  
13 Litigation to any person not expressly entitled to receive it under the terms of the Protective Order,  
14 and will retain any Confidential Material or AEO Material that I receive in this Litigation in a safe  
15 place.

16        4. I will not use Confidential Material or AEO Material that I receive in this Litigation  
17 for any purpose other than that authorized by the Protective Order.

18        5. I will retain all Confidential Material or AEO Material that I receive in this Litigation  
19 in my custody until I have completed my assigned duties, whereupon they will be destroyed, as  
20 provided by the Protective Order. Such destruction shall not relieve me from any of the continuing  
21 obligations imposed upon me by the Protective Order.

22        6. I understand that my failure to abide by the terms of the Protective Order entered in  
23 the above-captioned action will subject me, without limitation, to civil and criminal penalties for  
24 contempt of Court.

25        7. I agree to be subject to the continuing jurisdiction of this Court for the sole purpose  
26 of having the terms of the Protective Order enforced.

1 Date: \_\_\_\_\_

Signature: \_\_\_\_\_

2 Address: \_\_\_\_\_

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28